



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

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Second District

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John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

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November 3, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF STANDARD AGREEMENT WITH THE STATE
EMERGENCY MEDICAL SERVICES AUTHORITY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to enter into a Standard Agreement with the State Emergency Medical Services Authority and to accept grant funding to support the California Emergency Medical Services Information System.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to sign a Standard Agreement with the Emergency Medical Services Authority (EMSA), to accept grant funds in the amount of \$25,666, to participate in the development of a statewide system which incorporates both field and trauma center data, effective July 1, 2009 through June 30, 2010, reflecting the State's budget cycle.
2. Delegate authority to the Interim Director, or his designee, to sign Standard Agreements with EMSA for the period of July 1, 2010 through June 30, 2011, and for subsequent fiscal years through June 30, 2014, to accept the grant funding with substantially similar terms of the Standard Agreement, upon review and approval by County Counsel, the Chief Executive Office (CEO) and notification to your Board.
3. Delegate authority to the Interim Director, or his designee, to sign amendments to the Fiscal Year (FY) 2009-10 Standard Agreement with the EMSA, and for subsequent fiscal years through June 30, 2014, with substantially similar terms, for changes related to the scope of the project or grant guidelines, upon review and approval by County Counsel, the CEO and notification to your Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

The State of California currently has no mechanism to collect standardized data to assist in policy development, system evaluation, prevention activities related to traffic safety, and quality improvement issues. The goal of this grant project is to implement a system that can be accessed in real-time, to determine the most effective and

efficient use of personnel and resources and is expected to improve the delivery of emergency medical services throughout California.

Approval of the first recommendation will allow the Interim Director, or his designee, to sign the EMSA's Standard Agreement No. EMS-9064 (Exhibit I) to accept grant funds, to participate in the development of a statewide system, which incorporates both field and trauma center data. The grant funding provided by the State EMSA will be utilized to evaluate current Department of Health Services EMS Agency Trauma and Emergency Medicine Information System (TEMIS) data variables and related definitions for consistency with California Emergency Medical Services Information System (CEMSIS) requirements, implement necessary changes in TEMIS to achieve greater compliance with CEMSIS requirements and to prepare local data for transmission to the CEMSIS.

Approval of the second recommendation will allow the Interim Director, or his designee, to sign any forthcoming Standard Agreements with the EMSA through June 30, 2014, to accept the grant funding with substantially similar terms.

Approval of the third recommendation will allow the Interim Director, or his designee, to sign amendments to the FY 2009-10 Standard Agreement for subsequent fiscal years through June 30, 2014, with terms substantially similar to those of the Standard Agreement, for changes related to the scope of the project or grant guidelines made by the State. This authority will provide the EMS Agency the maximum flexibility to adjust as needed to this evolving new State program.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, and Goal 5, Public Safety of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The State EMSA is providing \$25,666 in grant funding in FY 2009-10, to pay for the associated costs (personnel, materials, and supplies) involved with capturing and transmitting local emergency medical services data to the CEMSIS. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Code of Regulations Title 22 requires local Emergency Medical Services (EMS) providers to capture data reflecting emergency medical services in California. In most cases, data is transferred to a central site at the local EMS agency (LEMSA). The LEMSA is responsible for developing a data collection policy and a data dictionary used to identify data elements. Although these elements are standard within the LEMSA itself, the data set and record inclusion criteria may not be consistent from one LEMSA to another. The State of California's EMSA is funding a statewide data collection system known as CEMSIS which will incorporate both emergency medical services (field) and trauma patient (trauma center) data.

Data collection for the Department of Health Services EMS Agency is conducted via the TEMIS. The system was implemented in 1987 to meet State and County data collection

requirements, as well as to assist the EMS Agency in monitoring, evaluating, and coordinating all EMS components. The system encompasses both public and private emergency facilities, including 20 paramedic base hospitals, 13 trauma centers and 42 EMS provider agencies. The system captures emergency medical services data from EMS provider agencies, paramedic base hospitals, and trauma centers. Currently, the combined databases contain more than nine million records, with more than 800,000 new records added yearly.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will enable the Department of Health Services EMS Agency to assist the State EMSA in developing a statewide data system which will be used in policy development, system evaluation, prevention activities related to traffic safety, and quality improvement issues.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:rb

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

AGREEMENT NUMBER EMS-9064
REGISTRATION NUMBER eP1016198

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

County of Los Angeles/Los Angeles County EMS Agency

2. The term of this Agreement is: July 1, 2009 Through June 30, 2010

3. The maximum amount of this Agreement is: \$ 25,666.00
Twenty-Five Thousand Six Hundred Sixty-Six Dollars and No/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B-1	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Los Angeles/Los Angeles County EMS Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cathy Chidester, Acting Director, EMS		
ADDRESS 10100 Pioneer Blvd., Suite 200 Santa Fe Springs, CA 90670		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM 4.04 5.b.
AGENCY NAME Emergency Medical Services Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Steven Tharratt, M.D., Director		
ADDRESS 1930 9 th Street, Sacramento, CA 95811		

Exhibit A
(Standard Agreement)

Scope of Work

Background:

Data collection for the Emergency Medical Services (EMS) Agency is conducted via the Trauma and Emergency Medicine Information System (TEMIS). The system was implemented in 1987 to meet State and County data collection requirements as well as to assist the EMS Agency in monitoring, evaluating and coordinating all EMS components. The system encompasses both public and private emergency facilities, including 20 paramedic base hospitals, 13 trauma centers and 42 EMS provider agencies.

TEMIS programs were developed, maintained and supported by Lancet Technology, Inc.. The system captures EMS data from EMS provider agencies (600,000 records per year), paramedic base hospitals (250,000 records per year), and trauma centers (19,000 records per year). Currently, the combined databases contain more than 9 million records, with more than 800,000 new records added yearly. A unique identifier for every patient (Sequence Number) is utilized to track each patient throughout the prehospital phase of care, and for trauma patients throughout their hospital stay until discharge from the trauma center.

EMS provider agencies and trauma centers capture the required data elements utilizing standardized forms (EMS Report Form and Trauma Patient Summary Form). Hospitals and provider agencies have the ability to capture additional elements specific to their needs. Data captured in the various forms are entered into the two separate databases in TEMIS (EMS and Trauma).

Introduction:

CEMSIS-EMS: The Los Angeles County EMS Agency has actively participated in the CEMSIS Data Advisory Committee by attending meetings and providing recommendations to the data elements and definitions. Additionally, the EMS Agency has closely worked with the LA County Provider Agencies through the LA County EMS Commission's Data Advisory Committee, to ensure that TEMIS can be CEMSIS compliant.

As of April 1, 2009, TEMIS is able to capture 92.3% of Level I CEMSIS Data Elements. Of the 39 data elements in the Level I category, Los Angeles County can comply with all except for following three elements:

E08_15: Incident Zip Code: Census tract has been utilized – this could be converted to Zip Codes.

E10_01: Cause of Injury: Some of the data is collected in the Mechanism of Injury area; however, our pick list will need to be expanded to include all of the contributing factors.

E20_17: Type of Destination: Currently collect 9-1-1 receiving facility; however, the pick list includes additional destinations such as nursing home, home, and clinic.

CEMSIS TRAUMA: During the years 2004 through 2006, ACSCOT (American College of Surgeon's Committee on Trauma) Subcommittee on Trauma Registry Programs (National Trauma Data Bank (NTDB)) was supported by the U.S. Health Resources and Services Administration and was tasked to devise a uniform set of trauma registry variables and associated variable definitions. This has come to be known as the National Trauma Data Standards (NTDS). In order to receive American College of Surgeon (ACS) verification status for trauma hospitals, local data needed to be submitted to the NTDB. NTDB requires compliance with NTDS for acceptance of any data as of 2008. In response to this requirement, the EMS Agency has been meeting with all the trauma hospitals through the formulation of a Los Angeles Trauma Data Advisory Committee since 2004. The committee's primary goal is to review TEMIS data requirements and make recommendations on how to comply with the NTDS requirements.

Exhibit A
(Standard Agreement)

As of April 1, 2008, TEMIS is compliant with NTDS with a few minor exceptions (e.g. field values used in reporting ETOH). With a few exceptions, the draft data elements in CEMSIS-Trauma mirrors for the most NTDS.

Objectives:

- Evaluate current TEMIS data variables and variable definitions for consistency with CEMSIS requirements.
- Implement necessary changes in TEMIS to be compliant with as many CEMSIS requirements as possible.
- Provide local data to CEMSIS-EMS and CEMSIS-Trauma.

Implementation Schedule:

- July 1, 2009 – August 31, 2009 – review and evaluate TEMIS in preparation for providing local data to CEMSIS
- September 2009 – Expected start date to provide local EMS data to CEMSIS-EMS
- October 2009 – Expected start date to provide local trauma data to CEMSIS-Trauma

The project representatives during the term of this agreement will be:

State Agency: Emergency Medical Services Authority	Contractor: County of Los Angeles/Los Angeles County EMS Agency
Name: Bonnie Sinz	Name: Cathy Chidester, Acting Director, EMS
Phone: (916) 322-4336, ext. 460	Phone: (562) 347-1500
Fax: (916) 324-2875	Fax: (562) 941-5835

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: County of Los Angeles/Los Angeles County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Cathy Chidester, Acting Director, EMS
Address: 1930 9 th Street, Sacramento, CA 95811	Address: 10100 Pioneer Blvd., Suite 200 Santa Fe Springs, CA 90670
Phone: (916) 322-4336, ext. 422	Phone: (562) 347-1500
Fax: (916) 322-1441	Fax: (562) 941-5835

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily performed in a manner acceptable to the EMS Authority, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall be in arrears upon receipt of a (monthly, quarterly etc.) invoice received and approved by the designated representative(s). The invoice must be submitted using the EMS Authority's format, on contractor's letterhead, signed by authorized representative, and include the Agreement Number, and period covered. Submit invoices to:

Carol MacRae, Contracts Manager
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95811

Final Invoices must be submitted no later than sixty (60) days after the end date of the contract.

2) Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B-1
(Standard Agreement)

Budget Categories

BUDGET CATEGORIES	Federal Funds	Total
Personnel	\$16,835.00	\$16,835.00
Benefits	\$6,229.00	\$6,229.00
Materials & Supplies	\$296.00	\$296.00
Total Direct Costs	\$23,360.00	\$23,360.00
*Administrative/Indirect 10%	\$2,306.00	\$2,306.00
TOTAL	\$25,666.00	\$25,666.00

Budget Detail/Narrative

Personnel: \$16,835.00

Program Coordinator will be responsible for the overall administration and oversight of the project. This will include: development of a TEMIS review panel; review and analyze recommendations made by the review panel; liaison between the local EMS Agency data contractor and CEMSIS program management; implement necessary changes in TEMIS in order to comply with CEMSIS requirements.

Program Coordinator, Sr. EMS Program Head - .1 FTE @ 136.94/hours @ \$56.50/hour = \$7,738.00

Assistant Program Coordinator will be responsible for the panel to evaluate current TEMIS status and identify gaps related to compliance with CEMSIS.

Assistant Program Coordinator - .1 FTE @ 136.94 hours @ \$66.43/hour = \$9,097.00

Benefits: \$6,229.00

Fringe Benefits include the following: retirement, health, megaflex, pensions & Miscellaneous Other.

Program Coordinator: \$7,738 @ 37% = \$2,863.00

Assistant Program Coordinator: \$9,097 @ 37% = \$3,366.00

Materials & Supplies: \$296.00

Due to the extensive data in TEMIS, the current servers need to be upgraded to increase capacity and processing capability. The upgrade will entail the purchase of additional memory.

Administrative/Indirect Cost: \$2,306.00

The administrative/Indirect costs will cover the overhead costs associated with this project and is based on 10% of Personnel & Benefits.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The Contract Manager for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Reports, etc. may be directed to her attention.

Contract Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by both parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**

Travel: Travel costs for transportation, lodging, subsistence, and related items incurred by employees of Contractor who are traveling on official business related to the grant, will be reimbursed at the rates approved by the Department of Personnel Administration (DPA). **Out-of-State travel requires advance written approval by the EMS Authority.**

Intellectual Property Rights: Data developed under this contract shall become the property of the EMS Authority. It shall not be disclosed without the written permission of the Director of the EMS Authority and the Administration if necessary. Each report developed for this contract shall also become the property of the EMS Authority and shall not be disclosed except in such manner and such time as the Director of the EMS Authority may direct. No written product(s) shall be used for lobbying purposes.

No products, processes, or materials developed using grant funds may be patented or copyrighted. The EMS Authority reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for the benefit of public purposes and interests.

Public Meeting Requirement: The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

Training, Seminars, Materials: Any Training Seminars, and materials for such Seminars, must have prior approval by the State EMS Authority.

Purchase Orders: All Purchase Orders exceeding \$2,500 for any articles, supplies, equipment or services should require prior authorization in writing by the EMS Authority and should include all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

EXHIBIT D
(Standard Agreement)

Subcontracts: All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:

- a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
- b) Specification of the services to be provided.
- c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
- d) Subcontractor's agreement to submit reports as required by Contractor.

All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least thirty (30) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice is received by Contractor within said 30-day period.

Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated.

Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Disputes: Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.

Federally Funded Contracts: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the Fiscal Year 2009/10 and any other Fiscal Year for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

The parties mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

REPORTS: Quarterly Progress Reports must all be submitted on a timely basis.

- a. **QUARTERLY PROGRESS REPORTS:** Local EMS Agencies receiving federally funded contracts are required to submit quarterly progress reports. The July – September quarterly progress report is due to the EMS Authority by October 15, October – December quarterly progress report is due to the EMS Authority by January 15, January – March quarterly progress report is due to the EMS Authority by April 15 and April – June quarterly progress report is due to the EMS Authority by July 15. Failure to submit Quarterly Progress Reports on time may delay payment of claims for reimbursement.

The purpose of the quarterly progress reports is to provide the applicant agency and the EMS Authority with an evaluation of the projects progress in relation to the planned work and milestones. The report should be a summary of the project activities that have taken place to date. An original and one copy of each Quarterly Progress Report shall be sent to the EMS Authority. Each report must contain a cover sheet that includes the following:

- LEMSA's letterhead
- Name of the LEMSA
- Full address
- EMSA's Contract Number
- Quarter the Report Covers and Period Covered
(sample: 1st quarterly report – July 1, 2009 – September 30, 2009)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
County of Los Angeles/Los Angeles County EMS Agency		956000927
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>		<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.